

## BLACKFOOT RIVER RECREATION CORRIDOR LANDOWNERS' AGREEMENT

THIS AGREEMENT, made and concluded the \_\_25\_\_ day of April, 2005 by the private landowners signatory hereto, the United States of America through its Bureau of Land Management of the Department of the Interior, Montana Department of Natural Resources and Conservation, the Montana Forest and Conservation Experiment Station through its Lubrecht Experimental Forest, The Nature Conservancy (referred to collectively or individually as Landowner(s)), and the Montana, Fish, Wildlife and Parks (referred to as Department), and Missoula County (referred to as County):

### W I T N E S S E T H :

WHEREAS, it will be of benefit to the parties hereto and to the public to provide for adequate and responsible recreational management of the Blackfoot River as set forth in the "BLACKFOOT RIVER CONSERVATION AND RECREATION MANAGEMENT PLAN" referenced and summarized in Exhibit "A" (hereinafter "Blackfoot Management Plan"); and

WHEREAS, Landowners, both private and agencies, own tracts of land located within the recreation corridor as described in the Blackfoot Management Plan, referenced in the Map of the Blackfoot Recreation Corridor attached hereto as Exhibit "B", and delineated in the Blackfoot River Recreation Corridor Public Use Special Regulations attached hereto as Exhibit "C" and by this reference incorporated herein, and desire responsible management of any use by the public of their property, in return for affording the public access to the Blackfoot River Corridor as provided by the terms of this Agreement; and

WHEREAS, Department is the designated manager for recreation and public use of certain tracts of land within the recreation corridor as described in the Map of the Blackfoot Recreation Corridor, attached hereto as Exhibit "B", and desires the management and of public recreational use of this property.

Whereas, the Montana Fish, Wildlife, and Parks Commission adopted special regulations governing recreational use within the designated Blackfoot River Recreation Corridor, attached hereto as Exhibit "C".

NOW, THEREFORE, in consideration of the promises set forth in this agreement, the parties agree as

follows:

1. Subject to appropriate County action, the County may pay Department a sum of Five Thousand Dollars (\$5,000.00) the first year of the Agreement for the sole purpose of management and maintenance of lands subject to this Agreement for public recreation. Subject to yearly budgetary constraints, the County may pay the sum of Five Thousand Dollars (\$5,000.00) on or before April 1 each year thereafter for the term of the Agreement.
2. Landowners hereby permit the Department at no charge and from the date of this signed Agreement to January 1, 2010, to manage the public use for that portion of their property located in the Blackfoot River Recreational Corridor (hereinafter "Recreational Corridor"). The parties acknowledge that the term "public use" encompasses activities such as hiking, fishing, floating, boating, swimming, picnicking, and camping [but only on established and identified publicly owned campground sites]. Hunting or shooting within, from or into the Recreational Corridor as it traverses private property is expressly prohibited. It is prohibited to discharge a firearm in the Recreational Corridor except for legal game and waterfowl hunting purposes. Hunting on private land within the Recreational Corridor is allowed by landowner permission only.
3. Each Landowner reserves exclusive possession, all historical as well as legally permitted private rights of use, and control of the lands and timber on the property within the Recreational Corridor described herein, subject only to the rights specifically permitted to the Department. It is specifically acknowledged that the permitted rights of use expressly reserved by Landowners on their property within the Recreational Corridor include fishing, hiking, horseback riding, river crossing, rock climbing, picnicking, swimming, boating and floating, rafting and innertubing (including put-ins and take-outs on that Landowner's property), or any comparable form of use even though not expressly designated; but in no case shall these reserved rights include recreational fires, camping, hunting, shooting, or the recreational use of any type of motor vehicle. Furthermore, it is expressly acknowledged and agreed that when any of these retained permitted rights of use are undertaken in the context of a guest ranch operation and/or a recreational

outfitting business on a Landowner's property, these uses are permissible notwithstanding the commercial nature of such use. Additionally, nothing in this agreement shall foreclose Landowner from granting reserved rights of use to other private landowners in the River Corridor to accommodate the foregoing forms of use by their owners, managers, employees or guests. Furthermore, nothing in this Agreement limits the right of the Landowner to transfer, dispose of, or otherwise deal with Landowner's land; specifically, without limitation, nothing herein precludes a Landowner from selling or exchanging Landowner's property or portions thereof, or from harvesting timber or other crops located on the property, or from grazing, feeding and herding livestock, including, but not limited to, the continuation of historical modes of stock movement, stock watering and stock crossing, performing historical land maintenance and conservation activities or from continuing or implementing historical forms of agriculture ranching, guest ranching or recreational outfitting on the Landowner's land. Department's management of the recreational corridor shall not in any manner unreasonably interfere with or constrain Landowner's use of the subject lands. Each Landowner, landowner's agent or assign, has expressly reserved the right to remove for reasonable cause, which may include, but is not limited to, a violation of any of the attached special regulations, any person from lands under the landowner's ownership and under this agreement. Additionally, in order to avoid unnecessary intrusion upon a Private Landowner's property, the Department expressly acknowledges that no property of a Private Landowner in the River Corridor which lies beyond the boundary imposed by the Stream Access Law (i.e., the additional fifty (50) foot strip of property beyond the mean high water mark) shall be available for use except to individuals who access the River Corridor solely by foot from officially designated public access sites. In other words, no access to the additional fifty (50) foot strip on private property above the mean high water mark shall be permitted for any individual who accesses and traverses the River Corridor by boat, raft, canoe, or other flotation device. The Department expressly acknowledges that subject to Montana's stream access laws, the private Landowners have also reserved the right, which may be exercised throughout the term of this Agreement, to designate certain areas within their River Corridor property where no public access shall be permitted.

Landowners shall also have the right to erect structures such as picnic tables or restrooms or to create camping areas for their own exclusive use on property which is excluded from the River Corridor. Certain sites on property owned by Monroe Property Company, LLC (i.e., Swallow Cliff, and the area immediately south and downstream thereof, and Sandy Beach) and on land owned or controlled by the E Bar L Guest Ranch (i.e., Johnny Pope cabin site) have already been so designated. Additionally, there shall be an exclusion for the Lindbergh property located in Section 10, Township 14 North, Range 14 West, in the N ½ SE ¼ thereof north of the river, located on river-right and occupying approximately 1,000 yards along the river bank, down river and west from where the river enters Section 10 where residences and associated outbuildings comprise what is known as the Lindbergh Homestead, now owned by the Erin Elizabeth Lindbergh Family Limited Partnership. Finally, there shall be excluded the site commonly referred to as the “Swimming Hole” located in the N 1/2 SE ¼ of Section 29, Township 14 North, Range 14 West, south of the river and located on river-left, approximately 300 yards downstream from the Sunset Hill – Three Stall Parking River Access Site on lands owned by the Paws Up Angus Ranch, but used primarily by the E Bar L Ranch. The area set aside for the Swimming Hole occupies approximately 100 yards along the river bank, and is fenced off from the land surrounding it for necessary livestock control. The reservation is intended to permit private Landowners to preclude public use and access to those designated areas where such use and/or access would be in conflict with the private Landowner’s ongoing use of its own property and/or Landowner’s business(es). Again subject to Montana’s stream access laws, the reservation of this right by private Landowners is not intended to permit a private Landowner to exercise a blanket or broad-based exclusion of all of Landowner’s property within the River Corridor but instead is intended to be strictly limited to exclusive use sites as may presently be designated within the river corridor, as well as those which might possibly be created by a private landowner in the future. Such designated sites shall be identified by signs erected by the Department of Fish, Wildlife & Parks at appropriate intervals along the highwater mark. The signs shall state “Access in this area is prohibited above highwater mark”. A map accurately depicting the boundaries of the designated excluded area(s) and

the location of proposed signage shall be furnished to the Department at least thirty (30) days in advance of its creation. Once established, the Department agrees that its regulations regarding trespass, as well as the enforcement of such regulations, shall apply to the designated area(s), notwithstanding the intended exclusion of the designated area(s) from the River Corridor for public use and access.

4. Landowners reserve at all times a dominant easement for the purpose of ingress, egress and management of their property and any business or activity associated therewith.

5. The Department shall indemnify and hold harmless and, at its expense, defend the private Landowners and their owners, managers, employees and guests from and against any and all liabilities, damages, actions, losses, claims and expenses (including attorney's fees) on account of personal injury to or death of any person, including, but not limited to, property of the private Landowner, arising out of the use of the private Landowner's property under the terms of this Agreement, except in circumstances where the wanton or willful misconduct of the Landowner or Landowners is the proximate cause of any such injury, death or property damage. Notwithstanding any other party's determination of what constitutes willful or wanton conduct, the Department, for purposes of determining its liability pursuant to the foregoing indemnity, hereby defines willful conduct as conduct committed in an intentional and purposeful manner in disregard for the safety of others. The Department defines wanton conduct as conduct committed in a reckless manner in disregard for the safety of others. The Department further acknowledges that willful or wanton conduct is an aggravated form of negligence that differs from an ordinary lack of care and therefore ordinary negligence, in quality or intent rather than degree. Consequently, the terms willful or wanton conduct as applied in this agreement require that the landowner manifest a degree of design or malicious intent that a result of personal injury or death of a person come to pass.

The Department provides the following statements, by way of example, to illustrate landowner conduct which is not to be construed as willful or wanton misconduct giving rise to the exception from the Department's obligation of indemnity, to-wit:

a. Any injury which results from an encounter with or which is a byproduct of a terrain feature which

exists in its natural state.

b. Fencing of any form, including the use of electric fence, barbed wire, post and rail, or other materials for the purpose of livestock confinement or for any purpose which is consistent with the landowners' use of their property for their own residential, recreational or agricultural pursuits and which are not designed to create an intentional hazard or to purposely cause injury to a recreational user.

c. Fencing, as described in paragraph 1 above, or the placement of wire or any other material to form a structure or barrier around an electric transformer(s), irrigation pump(s), or other irrigation implement(s) designed to prohibit or restrict access thereto.

The Department expressly acknowledges and agrees that a primary purpose for providing the foregoing examples and defining the terms "willful or wanton conduct" is to provide a basis for expedited resolution of any dispute between the Department and a Landowner regarding the Department's liability and responsibility to indemnify. Consequently, the Department covenants and agrees that in the event of any claim which gives rise to the applicability of the foregoing obligation of indemnity, it will proceed expeditiously and with due diligence to determine in good faith whether the Department will undertake the indemnity pursuant to this paragraph based on the facts and circumstances applicable to the claim, and will advise the Landowner accordingly of its determination.

6. Department shall manage and maintain the land in accordance with the Management Plan attached as Exhibit "A" and shall provide rules and regulations as set forth in Exhibit "C". The parties expressly acknowledge, however, that in the event the terms of the Management Plan which was originally developed in 1976 are in conflict in any manner with the terms of this Agreement, that the terms and conditions of this Agreement shall control in all respects. The parties expressly acknowledge that the Management Plan developed in 1976 was never fully implemented. At this time the Management Plan is largely a document which provides some historical background relative to implementation of the River Corridor but otherwise establishes no legally enforceable basis for the use of the River Corridor as it relates to private land.

7. Except as provided for in Item 15 and Item 16, this Agreement will remain in force and effect for

the period of time from the date of signing by the Department and Landowners to January 1, 2010. Any Landowner shall have the right to terminate this Agreement as it pertains to their property upon affording the Department six (6) months advance written notice of their intention to terminate. Termination shall be effective on January 1 of the year following the notice of termination. In the absence of notice of termination, the Department may give notice to each Landowner of its desire to renew this Agreement at the conclusion of its term. The notice shall be delivered to Landowners by January 1, 2010. Thereafter, the parties shall have until March 15, 2010 to conclude the renewal. The Department and Landowners agree that termination of this agreement pursuant to this paragraph or paragraphs 15 and 16 shall also simultaneously terminate any permits for river access, parking, or recreational use to which the Department and Landowners are parties as noted in Exhibit "A" attached.

8. Department further shall provide sufficient funds and personnel for enforcement, operation, and maintenance of the recreation use corridor to the end that the provisions of this Agreement and the special regulations shall be uniformly and consistently maintained and enforced. The Landowners acknowledge that the public agencies may charge the public a fee for use of the Blackfoot River Recreation Corridor, and that any fees collected will be used by the Department to meet its obligations for management of the corridor.

9. Department shall maintain the premises in a neat and orderly condition, properly disposing of all refuse and take all reasonable precautions against fire and introduction or spread of noxious weeds, as required by Landowner and state law.

10. Department shall not place any improvements on land subject to this Agreement or alter the natural conditions of the River Corridor without first obtaining permission from the affected Landowner.

11. Department shall maintain all improvements placed on property pursuant to Paragraph 10 above, in a neat, orderly and sanitary condition. If structures are to be stained or painted, only subdued colors approved by the affected Landowner shall be used.

12. On termination of this agreement, unless renewed, Department shall remove, within one-hundred

and twenty (120) days, all improvements placed upon the land and leave the premises in a neat and orderly condition. In the event any improvements remain beyond the expiration of the one-hundred twenty (120) days, they shall become the property of the affected Landowner. However, it will be provided, if the Landowner does not want the improvements on his land, then the Department shall, within sixty (60) days after receiving written notice from the Landowner, which notice shall be given immediately upon the expiration of the aforementioned one-hundred twenty (120) day period, remove the improvements and leave the premises in a neat and orderly condition or to pay the Landowner for the reasonable costs of removing the improvements and restoring the premises to a neat and orderly condition.

13. At least annually, the Department shall host a meeting comprised of Landowners, the County, and the Department to discuss the status report, management objectives, and to assist in planning efforts as applied to the Blackfoot River Recreation Corridor.

14. Department shall coordinate its activities under this Agreement with its management of the Morrison Peak and Blackfoot Cooperative Management Areas, and agrees that the existing parking area at the confluence of the Blackfoot and Clearwater Rivers shall be specifically governed by this Agreement. The Department will enforce parking restrictions on Sunset Hill Road in a manner consistent with Missoula County Parking Ordinances.

15. If Department ceases to manage and maintain the lands as provided herein, or fails to perform any term provided herein, or uses the lands in a manner inconsistent with the provisions hereof, the affected Landowner may notify the Department by written notice delivered in person or by postage paid, registered mail, addressed to Montana Fish, Wildlife and Parks, Region 2 Office, 3201 Spurgin Road, Missoula, MT 59804, effective when received, for the violation, and if Department fails to take appropriate action on the violation within fifteen (15) days from receipt of Landowner's notice, then this Agreement as it affects that Landowner, and his/her or its land, shall be canceled as of January 1 of the next succeeding year. Notice of termination shall be in writing delivered to all other parties in person, or by mail at the other parties' normal mailing address. It is an express objective of this Agreement that each party otherwise remain a



party throughout the full term of this Agreement.

16. It is expressly acknowledged that if any party to this agreement sells all or a portion of their real property subject to this agreement during the term thereof, this agreement shall be of no further force or effect with respect to such property which is sold effective January 1<sup>st</sup> of the year succeeding the year of sale unless this agreement is ratified in writing by the successor owner.

17. Governing law. This agreement shall be construed in accordance with and governed by the laws of the State of Montana.

18. Modification. No modification or amendment of this Agreement will be valid or binding upon the parties unless such modification or amendment is in writing, signed by all parties to this Agreement.

19. Counterparts. This agreement may be executed in counterparts and facsimile signatures are as effective as if they were originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

X \_\_\_\_\_  
Louie Vero

X \_\_\_\_\_  
William O. Potter

X \_\_\_\_\_  
Mary Vero

X \_\_\_\_\_  
Betty Potter

X \_\_\_\_\_  
Land M. Lindbergh

X \_\_\_\_\_  
Peter M. Lindbergh

X \_\_\_\_\_  
Erin E. Lindbergh

X \_\_\_\_\_  
William Birck

X \_\_\_\_\_  
Charles Burbach

X \_\_\_\_\_  
Kim Birck

X \_\_\_\_\_  
Margarete Burback

X \_\_\_\_\_  
Bruce Roth

X \_\_\_\_\_  
Anthony "Tony" Sansalone

X \_\_\_\_\_  
Betty duPont

X \_\_\_\_\_  
Keke Tsiribas-Sansalone

X \_\_\_\_\_  
John Stone

X \_\_\_\_\_  
William S. (Spike) Potter

X \_\_\_\_\_  
Jane Stone

X \_\_\_\_\_  
Jerry O'Connell

X \_\_\_\_\_  
William J. Davis

X \_\_\_\_\_  
Tom Vannoy

X \_\_\_\_\_  
Gail Vannoy

X \_\_\_\_\_  
Monroe Property Co., LLC

X \_\_\_\_\_  
Douglas B. Roark

X \_\_\_\_\_  
By Del Investments Corp., Its Manager

X \_\_\_\_\_  
Gloria Roark

X \_\_\_\_\_  
David Lipson

X \_\_\_\_\_  
Montana Department of Natural Resources  
and Conservation

X \_\_\_\_\_  
U.S. Bureau of Land Management

X \_\_\_\_\_  
The Nature Conservancy

X \_\_\_\_\_  
Montana Department of Fish,  
Wildlife and Parks

X \_\_\_\_\_  
Montana Lubrecht Experimental Forest

X \_\_\_\_\_  
Bill Carey  
Missoula County Commissioner

X \_\_\_\_\_  
Barbara Evans  
Missoula County Commissioner

X \_\_\_\_\_  
Jean Curtiss Missoula County Commissioner

2/26/07

## EXHIBIT "A"

### BLACKFOOT RIVER CONSERVATION AND RECREATION MANAGEMENT PLAN SUMMARY

#### 1973 Blackfoot River Conservation and Recreation Management Plan

Key Elements of the Management Plan have been compiled to provide a foundation and historical base for the Blackfoot River Recreation Corridor Landowners Agreement. The full text of the plan can be obtained from the Fish, Wildlife & Parks Region 2 Office, 3201 Spurgin Road, Missoula MT 59804.

#### Objective:

The primary objective of this plan is the protection of the natural, scenic and recreational integrity of the Blackfoot River Recreation Corridor through effective management of public recreation use and restrictions on ecologically incompatible uses and development. Management decisions implementing this proposal should be predicated on sufficient consideration of the resource base.

#### General Recommendations:

#1 Overnight use concentrated on FWP managed recreation sites. **Ongoing**

#2 Missoula County is to enter into a lease agreement with private landowners to manage the public recreation use of private lands from Johnsrud to the Missoula/Powell County line. It is further recommended that public agencies enter into this agreement to manage their lands in accordance with this agreement. **The Blackfoot River Recreation Corridor Landowners' Agreement is the agreement.**

#3 Establishment of a Blackfoot River Recreation Advisory Council. **The Blackfoot River Recreational Steering Committee fulfills this role.**

#4 Recreation management, plans and development are to be consistent with the Missoula County Park Recreation and Open Space plan as well as the Blackfoot River Conservation and Recreation Management Plan. **Ongoing**

#5 Developments are to be concentrated on the road side of the river. **Ongoing**

#6 Recreation Orientation signs be erected. **Completed in early 1980's**

#7 Gather resource data to assist in the recreation management decision making process. **Ongoing**

#8 That where agreeable with the private landowner, a pedestrian use corridor is to be designated to connect the recreation nodes (public recreation sites). Except where excluded, a strip on each side of the river within 50 feet of the high water mark and extending the entire length from the Missoula/Powell County line to Johnsrud will constitute the recreational use corridor. Signs will be posted and enforced. **Ongoing**

#9 Development on permitted land be kept to the minimum for recreational user control, health and safety. **Ongoing**

#10 Rules are to be established and enforced within the Recreation Corridor. **See Exhibit C in Corridor Agreement for a complete list of rules.**

#11 Recreational user control is to be through signing and supervision by Managing Agency.

**FWP is the lead managing agency and provides signs and enforcement**

#12 Milwaukee Railroad Grade, if abandoned, is to be acquired and made into a recreation trail. **BLM is developing this trail as a Rails-to-Trails Project.** Title to the Railroad right of way previously abandoned by the Milwaukee Railroad as a traversed private party has merged with title to the property of private Landowners and is not available for public use.

#13 To the greatest extent possible recreational use is to be channeled to Public Lands (all agencies) to relieve recreational use pressure from private lands. **BLM and FWP have acquired many key access sites from willing sellers to facilitate recreational use and access to the Blackfoot. This has relieved pressure on some private lands, however population growth has increased recreational use pressure on all parts of the river.**

- a) Johnsrud is now owned and managed by FWP.
- b) Dagles Eddy and Sheep Flats Sites are now owned by the BLM and jointly managed with FWP.
- c) Thibodeau Rapids Day Use and Thibodeau Campground are now owned by the BLM and jointly managed with FWP
- d) Whitaker Bridge Site has been modified to improve access and reduce sedimentation into the river, and sanitary facilities added.
- e) BLM owned and is to be under joint management with FWP & Lubrecht Forest. This section is managed for day use floating and walk-in recreation.
- f) Belmont Creek Site is now owned by the BLM and jointly managed with FWP for day use only.
- g) Corrick's River Bend owned and managed by FWP for overnight camping and day use.
- h) Nine Mile Prairie Campground is owned and managed by FWP for controlled access to the river.
- i) FWP receives permit at Roundup access site for river access and day use (permit to be negotiated and completed 2005).
- j) Sunset Hill and Clearwater Bridge are permitted parking access sites with limits on the number of vehicles (permits to be negotiated and completed 2005). Parking restrictions on Sunset Hill Road restrict parked vehicles to designated parking areas. FWP enforces parking restrictions under the Recreation Corridor Agreement Rules and Missoula county parking ordinances.
- k) Sperry Grade is owned and managed by Montana DNRC and discussions are ongoing with respect to recreation management on this site.
- l) River Junction is owned and managed by FWP to provide river access and camping opportunities.

NOTE: Russell Gates (County Line) is owned and managed by FWP for river access and camping opportunities. The Missoula County line is the upstream boundary of the Recreation Corridor Agreement.

#### Recreation Permits:

Recreation permits are to be negotiated at Clearwater Bridge, Sunset Hill and Roundup with targeted completion in 2005. Public ownership has replaced recreation leases on many lands previously owned by Plum Creek Timber and its predecessor Champion International.

FURTHER NOTE: Any recreational/access- parking permits for Clearwater Bridge, Sunset Hill or Roundup will terminate by its terms simultaneous with termination of the Landowner's participation in the Blackfoot River Recreation Corridor Agreement.

Conservation Easements:

FWP and other agencies and conservation organizations have purchased conservation easements on 85,000 acres of land in the Blackfoot Watershed. The majority of these easements include river frontage or adjacent lands

EXHIBIT "B"

BLACKFOOT RECREATION CORRIDOR MAP

EXHIBIT "C"

BLACKFOOT RIVER RECREATION CORRIDOR  
PUBLIC USE  
SPECIAL REGULATIONS

By order of the Montana Fish, Wildlife and Parks Commission, the attached rules and regulations shall govern the recreational use within the designated Blackfoot River Recreation Corridor for the purpose of gaining recreational privileges on private land.

The designated area for the recreational corridor includes the area from Johnsrud Park, upstream along the Blackfoot River to the Missoula-Powell County line. The corridor shall also include that portion of the Clearwater River from its confluence with the Blackfoot River upstream to Highway 200.

Public access is limited to the designated areas and a corridor on both sides of the river within the following described area:

Beginning at the point where the south boundary of Johnsrud Park meets the Blackfoot River, thence easterly along said boundary to the McNamara-Belmont-Ninemile County Road, thence north and easterly following a line  $\frac{1}{4}$  mile south and easterly from said road (which follows the Blackfoot River upstream) to Whitaker Bridge, thence following the south side of the Blackfoot River upstream along a line  $\frac{1}{4}$  mile above the high water mark, except where posted, in an easterly and northerly direction to the west boundary of Lubrecht Forest, thence northerly along said boundary to 50 feet above the high water mark, thence easterly and northerly to the Missoula County-Powell County Line, thence north along said line to State Highway 200, thence westerly along said highway to mile marker 35, thence return to the northerly side of the river, thence following the northerly side of the river downstream along a line 50 feet above the high water mark in a westerly and southerly direction, not to exclude any of the designated areas, thence to the confluence of the Clearwater River, thence following the east side of the Clearwater River upstream along a line 50 feet above the high water mark in a northerly direction to Highway 200, thence across the Clearwater River to the west side of the river, thence downstream along a line 50 feet

above the high water mark in a southerly direction to the confluence of the Clearwater River and the Blackfoot River, thence following the northerly side of the Blackfoot River downstream along a line 50 feet above the high water mark in a westerly and southerly direction, not to exclude any of the designated areas, to River Bend Campground, thence northerly along the east boundary of River Bend Campground to the McNamara-Belmont-Ninemile County Road, thence westerly along said road to the east edge of Section 19 T14N R15W (boundary with the BLM), thence northerly along said section line to a point  $\frac{1}{4}$  mile north of the road then following a line  $\frac{1}{4}$  mile north of the road downstream to the Blackfoot River below Whitaker Bridge, then following the north side of the Blackfoot River downstream along a line  $\frac{1}{4}$  mile above the high water mark to a point directly across from the south boundary of Johnsrud Park, thence across the river to the south boundary, the point of beginning. The designated area shall not include property above the high water mark which is posted to no trespass.

Because the public enjoyment of the recreational facilities of these lands necessitates rules, regulations and enforcement, the provisions of 23-1-106 and 87-1-303 M.C.A. shall apply.

It is ordered that it shall be unlawful for any person while recreating in the corridor to:

1. Discharge any firearm, air or gas weapon, or arrow from a bow, on or over either land or water, except when and where specifically allowed. On BLM administered lands within the Recreation Corridor it is prohibited to discharge a firearm or projectile except for legal game hunting purposes established by Montana Department of Fish, Wildlife and Parks (no recreational shooting will be allowed including, but not limited to, plinking, target shooting, or shooting varmints).
2. Discharge or use a firework in any manner.
3. Permit a pet to run at large in a designated public camping area or on private property. Persons in possession of pet animals in a camp area must restrain them on a leash not longer than 10 feet in length and keep them under control in a manner which does not cause or permit a nuisance or any



annoyance or danger to others. Pets must at all times be within view and under their owner's full control.

4. Operate a motor vehicle off of a designated trail, road, or route except onto designated parking areas as provided. It is unlawful to park any vehicle in a manner that prevents emergency or administrative use of any gated road in the designated area. Parking on Sunset Hill Road is limited to designated parking areas only and will be enforced in a manner consistent with Missoula County Parking Resolution 2001-057.

5. Park any vehicle, trailer, camper or other vehicle except in designated parking areas, or pitch a tent or build a fire or otherwise set up camp other than in designated camping area. Occupy camping facilities or space in any one designated recreation area for a period longer than seven (7) days during any thirty (30) day period. Such thirty (30) day periods shall run consecutively during the year commencing with the first day each person camps in a designated recreation area each year.

6. Leave a set up camp, trailer, camper or other vehicle unattended for more than forty-eight (48) hours unless the area is otherwise posted.

7. Build fires on other than designated campsites. Light or maintain a fire except in designated areas or established by government fire rings. Collect firewood for other than on-site use. Visitors may burn only dead and down wood.

8. Leave a camping area without completely extinguishing all fires.

9. Destroy, deface, remove or otherwise damage any natural feature, or willfully or negligently cut, destroy or mutilate any tree, including dead trees, shrubs and plants, or geological, historical or archaeological features.

10. Damage improved property including, but not limited to, machinery, buildings, equipment, fences, gates, signs, or irrigation systems.

11. Disturb or remove the topsoil or vegetative ground cover.

12. Enter upon an area that is posted or restricted to public passage. Public access along the river corridor is limited to the described area. Adoption of these regulations shall constitute notice to the public that entry upon any posted property not subject to public access as herein provided shall be considered trespassing.

13. Utilize any portion of private lands within the Recreational Corridor as a means to access public land outside of the River Corridor.

14. Disturb, harass, or otherwise interfere with livestock.

15. Post any signs not authorized by the Department.

16. Use these lands for any commercial purposes;

a. except that activities which occur on a Landowner's property in conjunction with the conduct of Landowner's guest ranch, guest resort and/or outfitting business.

b. except that commercial outfitting or guiding activities may take place by the outfitter or guide first securing a permit from the Department's director or while acting on behalf of the affected Landowner on Landowner's property. A Special Recreation Permit is required for commercial outfitting or guiding on public lands and the water.

c. except that any commercial outfitting or guiding activities affecting land under the jurisdiction of the Montana Department of Natural Resources and Conservation must obtain a valid authorization from that State agency.

17. Engage in disorderly conduct such as drunkenness, use of vile or profane language, fighting, indecent exposure, or operation of a motor vehicle in a manner as to create a nuisance or annoyance or danger to others or loud or noisy behavior is prohibited; and in addition to any other penalty provided, the participant may be expelled from the area.

18. Dump trash, garbage or litter.

19. Leave gates in a condition other than the way they are found.

20. Traverse any private property above the high water mark of the Blackfoot River except in conjunction with foot access by individuals whose access to the River Corridor is achieved solely by foot from officially designated public access sites, i.e., floaters may not go beyond the mean high water mark onto privately owned property once access to the River Corridor is initiated.
20. No group of more than thirty (30) persons may use a department-administered recreation area except with the prior permission of the Department's director or his agent. Groups may be assessed user fees as determined by the Fish, Wildlife and Parks Commission and may be required to surrender a deposit to defray additional or unusual department expenses caused by their use of recreation areas.

The Montana Fish, Wildlife & Parks, upon prior approval by affected Landowners, shall have the power to alter present regulations or institute any new regulations necessary for optimum management of the Blackfoot River Recreation Corridor.

BLM rules as published in the Federal Register.

Under 43 CFR 8365.1-6, the BLM proposes the following supplementary rules on public lands of the Blackfoot River Corridor 1/4 mile on either side of the Blackfoot River and/or McNamara Road. It is prohibited to:

1. Camp outside of designated sites or areas.
2. Light or maintain a fire except in designated areas or established by government fire rings.
3. Operate a motor vehicle off a designated trail, road, or route.
4. Collect firewood for other than on-site use. Burn only dead and down wood.
5. Discharge a firearm or projectile except for legal game hunting purposes established by Montana Department of Fish, Wildlife and Parks (no recreational shooting will be allowed including, but not limited to, plinking, target shooting, or shooting varmints).
6. Use a firework.
7. Violate a posted regulation pertaining to the protection of natural resources or public safety.

8. Occupy or camp at an area longer than 7 days during any 30-day period.